



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

RECORDATION NO. 7294-K

MAY 24 1988-3 10 PM

INTERSTATE COMMERCE COMMISSION

May 20, 1988

VIA AIR COURIER

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

Date 5/24/88  
Fee \$ 2.00

ICC Washington, D.C. 7294-L  
RECORDATION NO. 7294-K

RE: I.C.C. Finance Docket No. 27527 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series C

MAY 24 1988-3 10 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Ninth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 13, 1988, to Equipment Trust Agreement dated as of January 1, 1974, creating St. Louis Southwestern Railway Company Equipment Trust, Series C, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of January 1, 1974, recorded on January 7, 1974, at 2:05 PM, assigned Recordation No. 7294;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7294-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7294-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7294-C;

Fourth Supplement to Equipment Trust Agreement dated as of October 10, 1983, recorded on October 24, 1983, at 3:15 PM, assigned Recordation No. 7294-D;

a Southern Pacific subsidiary

Ms. Noreta R. McGee  
Page Two  
May 20, 1988

Fifth Supplement to Equipment Trust Agreement  
dated as of June 1, 1984, recorded on  
June 19, 1984, at 3:10 PM, assigned Recordation  
No. 7294-E;

Sixth Supplement to Equipment Trust Agreement  
dated as of July 22, 1985, recorded on  
September 4, 1985, at 11:05 AM, assigned  
Recordation No. 7294-F;

Seventh Supplement to Equipment Trust Agreement  
dated as of May 30, 1986, recorded on June 24,  
1986, at 10:15 PM (should be AM), assigned  
Recordation No. 7294-G;

Assignment and Transfer of Certain Road Equipment  
dated as of May 30, 1986, recorded on June 24,  
1986, at 10:15 PM (should be AM), assigned  
Recordation No. 7294-H;

Eighth Supplement to Equipment Trust Agreement  
dated as of July 31, 1987, recorded on October 14,  
1987, at 2:30 PM, assigned Recordation No. 7294-I;  
and

Assignment and Transfer of Certain Road Equipment  
dated as of July 31, 1987, recorded on October 14,  
1987, at 2:30 PM, assigned Recordation No. 7294-J.

In connection with the recording of the Ninth Supplement  
and Assignment and Transfer, each dated as of May 13, 1988, to  
the Equipment Trust Agreement dated as of January 1, 1974, the  
following information is set forth in accordance with the  
provisions of Section 57.4 of the Commission's Order of July 28,  
1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

Ms. Noreta R. McGee  
Page Three  
May 20, 1988

General Description of the Equipment  
Covered by the Ninth Supplement:

<u>Number of Units</u>	<u>Description</u>
6	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23488, 23490 - 23492, 23494 and 23495.

General Description of the Equipment Covered by the  
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	100-ton Box Car; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23799.
1	100-ton Hopper Car; ACF Industries, Incorporated, builder; lettered SSW and numbered 70369.
2	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 67354 and 67450.
1	50-ton Caboose Car; International Ramco, Inc. (International Car Company Division), builder; lettered SSW and numbered 89.

When the recording of the Ninth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof and return four (4) each of the same to the undersigned.

Very truly yours,



Louis P. Warchot  
Attorney for St. Louis  
Southwestern Railway Company

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

RECORDATION NO. 7294-S FILE NO.

MAY 24 1988 3 10 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES C

\*\*\*\*\*

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 13, 1988

\*\*\*\*\*

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the thirteenth day of May, 1988, by FIRST  
PENNSYLVANIA BANK, N.A. (formerly The First Pennsylvania  
Banking and Trust Company), a corporation duly organized and  
existing under the laws of the Commonwealth of Pennsylvania,  
Trustee under the Equipment Trust Agreement hereinafter  
mentioned (hereinafter called the "Trustee"), to ST. LOUIS  
SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized  
and existing under the laws of the State of Missouri (herein-  
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing  
date as of January 1, 1974, by and between the Trustee and  
the Company (hereinafter called the "Equipment Trust  
Agreement"), there was constituted the "St. Louis Southwestern  
Railway Company Equipment Trust, Series C," pursuant to which  
Trustee leased certain railroad equipment to the Company, upon  
the terms and conditions therein set forth; and

WHEREAS, certain hopper cars, a caboose and a box car  
comprising said Trust Equipment (hereinafter collectively  
called "Unsuitable Equipment") have become unsuitable for use  
by the Company, and in accordance with the provisions of said  
Equipment Trust and in anticipation and consideration of the  
release of such Unsuitable Equipment, the Company has assigned  
and transferred to the Trustee other standard-gauge railroad  
equipment (hereinafter called the "Replacement Equipment"),  
other than work equipment, as specifically described in the  
Ninth Supplement to Equipment Trust dated as of May 13, 1988,  
("Ninth Supplement"):

<u>Number of Units</u>	<u>Description</u>
1	100-ton Box Car; PACCAR, Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23799.
1	100-ton Hopper Car; AFC Industries, Incorporated, builder; lettered SSW and numbered 70369.
1	50-ton Caboose; International Ramco, Inc. (International Car Company Division), builder; lettered SSW and numbered 89.
2	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 67354 and 67450.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Ninth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint GEORGE J. RAYZIS to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly  
attested, this 19<sup>th</sup> day of May, 1988.

FIRST PENNSYLVANIA BANK, N.A.

By   
Corporate Trust Officer

Attest:

  
Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA       )  
  ) ss.  
CITY AND COUNTY OF PHILADELPHIA    )

On this 19<sup>th</sup> day of May, 1988, before me personally appeared GEORGE J. RAYZIS, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Notary Public

My commission expires:

LYNNE N. MCCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 2, 1990